

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Jacabb Utilities, LLC to request the approval of the Sanitary Sewerage Asset Purchase Agreement with Links Water Treatment, LLC to serve customers in Greenville County, South Carolina

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2013 - 212

SC PUBLIC SERVICE COMMISSION

2013 JUN - 3 PM 2:40

RECEIVED

244374

(Please type or print)

Submitted by: James S. Eakes

SC Bar Number: SC Bar # 1820

Address: Allen and Eakes

Telephone: 864-224-1681

PO Box 1405

Fax: 864-234-8411

Anderson, SC 29622

Other:

Email: sheilat@goldieassociates.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)

NATURE OF ACTION (Check all that apply)

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Affidavit | <input type="checkbox"/> Letter | <input type="checkbox"/> Request |
| <input type="checkbox"/> Electric/Gas | <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Electric/Telecommunications | <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Electric/Water | <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement |
| <input type="checkbox"/> Electric/Water/Telecom. | <input checked="" type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment |
| <input type="checkbox"/> Electric/Water/Sewer | <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery |
| <input checked="" type="checkbox"/> Sewer | <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena |
| <input type="checkbox"/> Water | <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff |
| <input type="checkbox"/> Water/Sewer | <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Administrative Matter | <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | |
| | <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | |

ALLEN AND EAKES
ATTORNEYS AT LAW
P.O. BOX 1405
ANDERSON, S. C. 29622

May 9, 2013

RICHARD K. ALLEN, JR.*
JAMES S. EAKES*

THOMAS ALLEN (1881-1963)
RICHARD K. ALLEN (1921-1982)

* CERTIFIED CIVIL COURT MEDIATOR

VIA - FIRST CLASS MAIL

The Honorable Jocelyn D. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, SC 29210

RECEIVED
JUN - 3 PM 2:10
PUBLIC SERVICE
COMMISSION
TEL. (864) 224-1681
114 WEST DORR STREET
ANDERSON, SC 29625
FAX (864) 231-6411

**RE: Application of JACABB Utilities, LLC to request the approval of the Sanitary
Sewerage Asset Purchase Agreement with Links Water Treatment, LLC to serve
customers in Greenville County, South Carolina**

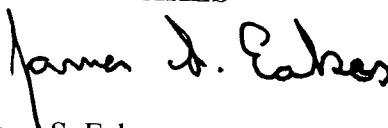
Dear Ms. Boyd:

Enclosed for filing is the Application of Jacabb Utilities, LLC in the above reference matter. I would appreciate your acknowledging receipt of this document by date-stamping the extra copy of this letter that is enclosed and returning it to me via first class mail.

By copy of this letter, I am serving the Office of Regulatory Staff and enclose a certificate to that effect. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

ALLEN & EAKES


James S. Eakes

Enclosure

cc: Dukes Scott, Executive Director, ORS
Stephen R. Goldie, Jacabb Utilites, LLC

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2013-22-S

RECEIVED
PUBLIC SERVICE
COMMISSION
JAN 23 2013

IN RE:

Application of JACABB Utilities, LLC to
request the approval of the Sanitary
Sewerage Asset Purchase Agreement with
Links Water Treatment, LLC to serve
customers in Greenville County, South
Carolina

APPLICATION

JACABB Utilities, LLC ("Applicant" or "Utility") hereby submits a Sanitary Sewerage Asset Purchase Agreement for consideration by this Honorable Commission under 26 S.C. Code Ann. Regs.. 103-504 and other applicable rules and regulations of the Public Service Commission of South Carolina. In support of this request, Applicant would respectively show as follows:

1. Applicant is a public utility currently authorized to operate water and wastewater systems under the jurisdiction of the South Carolina Public Service Commission ("Commission") in Greenville County, as well as certain other counties in this state. Its corporate charter is presently on file with the Commission and an appropriate bond has been posted with same.
2. The Applicant seeks approval of an agreement entered into between Applicant and Links Water Treatment, LLC dated May 1, 2013 ("Agreement"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".
3. Applicant requests the Commission approve the transfer of the current rates to JACABB Utilities, LLC. The rates were approved under Docket Number 2002-328-S, Order Number

2003-236. Appendix A of this order lists the approved quarterly charges and is included as Exhibit "B".

4. The approved rate structure does not include certain charges and fees that would help the Utility with other associated managerial cost. Reg. 103-535.1 requires a notification to be sent to a customer prior to service being discontinued. A notification fee would assess a portion of the clerical and mailing costs of required notices to the customer. New Customer Account Charge would defray the costs of initiating service with the Utility. Non-recurring charges will offset the costs associated with inspection of a new tap and add a plant impact fee for the additional flow. According to South Carolina Code 58-5-240 (G), "...the Commission may allow rates or tariffs to be put into effect without a hearing upon order of the Commission when such rates or tariffs do not require a determination of the entire rate structure and overall rate of return...." The Applicant hereby requests approval of additional charges and fees, and terms and condition of service to the approved rate structure as defined in Exhibit "C". The quarterly charges in the rate structure will not be affected by this request or the transfer.

5. Pursuant to this agreement, Applicant proposes to provide sewerage service to the property owners in The Links of Tryon Subdivision. The Agreement provides, *inter alia*, that Links Water Treatment, LLC will deliver and execute a Bill of Sale, Warranty Deed, and all required easements to the Applicant for the Links of Tryon Subdivision sewerage system. Performance of the Agreement is conditioned upon its approval by this Commission.

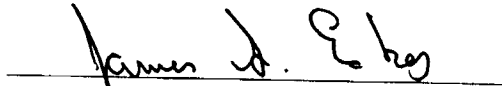
6. Applicant submits that the public convenience and necessity will be served by the approval of this Agreement. Applicant further requests that no hearing in this matter is required.

7. Applicant requests the Commission approve the attached Agreement and transfer of the rates from Links Water Treatment, LLC to JACABB Utilities, LLC.

8. All correspondence and communications regarding this matter should be sent to the undersigned.

WHEREFORE, having fully set forth its Application, Applicant prays that the agreement between Applicant and Links Treatment, LLC dated May 1, 2013, be approved; that the approved Schedule of Rates and Charges for service be transferred; that the additional charges be approved and added to the Schedule of Rates and Charges; that a hearing on the within matter be waived; and that Applicant be granted such other and further relief as the Commission may deem just and proper.

289
#383



James S. Eakes
Allen and Eakes
PO Box 1405
Anderson, SC 29622
(864) 224-1681

Attorney for Applicant

Anderson, South Carolina

This 15th day of May 2013

EXHIBIT “A”

Sanitary Sewer Asset Purchase Agreement

STATE OF SOUTH CAROLINA) SANITARY SEWERAGE
)
COUNTY OF GREENVILLE) ASSET PURCHASE
) AGREEMENT

This agreement is entered into on May 9, 2013 between Links Water Treatment, LLC, a limited liability company organized and existing under the laws of South Carolina, hereinafter referred to as Seller, and JACABB Utilities, LLC, a South Carolina limited liability company, hereinafter referred to as Utility or Buyer.

RECITALS

1. The Seller owns and is the licensed operator of a wastewater treatment facility (“WWTF”) known as the Links of Tryon Subdivision wastewater treatment facility serving customers in Greenville County, South Carolina (“System”). This is a sewer collection and treatment facility and national pollution discharge elimination system (“NPDES”).
2. The Seller desires to sell and the Buyer desires to purchase all of the properties, assets, and rights of the Seller in and to the System, subject to the prior approval by the South Carolina Department of Health and Environmental Control (“SC DHEC”) and the South Carolina Public Utilities Commission (“PSC”).
3. The Seller is willing to sell and to transfer such properties, assets, and rights to the Buyer in consideration of the purchase price set forth in Section Two hereof and in consideration of the Buyer assuming and agreeing to be responsible for the operation and maintenance of the System.

In consideration of the mutual covenants and promises contained in this Agreement, the parties hereto agree as follows:

SECTION ONE
SUBJECT MATTER

Subject to the terms and conditions of this Agreement and the recitals hereinabove, the Seller agrees to sell and deliver to the Buyer, and the Buyer agrees to purchase and to take from the Seller at Closing:

1. All of the properties, assets, licenses and permits, contracts, accounts receivable, and other rights of Seller of every kind and description, real,

personal, mixed, tangible, and intangible, wherever situated, utilized in the operation of the Links of Tryon Subdivision WWTF in Greenville County, South Carolina, and as listed on the attached Exhibit "A", which is incorporated herein by reference (the "Assets").

2. At Closing, the Buyer shall assume and be responsible for the maintenance and operation of the System.
3. Up until the Date of Closing, Seller shall be responsible for the continued operation of the System.

SECTION TWO **CONSIDERATION**

At Closing, as consideration for the sale and transfer of the System to the Buyer, the Buyer agrees to pay to Seller the Purchase Price of One and no/100 (\$1.00) Dollar.

SECTION THREE **CONTINGENCIES**

This Agreement is made subject to the following contingencies:

1. This Agreement is specifically conditioned upon, and expressly subject to, the final approval of this sale prior to Closing by both the SC DHEC and the South Carolina PSC. Utility will apply to the PSC as soon as practicable for the issuance of an order approving the transfer to the Utility. All terms and conditions contained herein are subject to Utility receiving said Order from the PSC.
2. The conveyance of the real estate shown on Exhibit B by a general warranty deed free and clear of all encumbrances and all easements and rights-of-way necessary for the operation of the System.
3. The conveyance of all assets free and clear of all liens and encumbrances.
4. Prior to the execution of this agreement, the Buyer, or its authorized representative, had access to all books and records of the Seller for the purpose of reviewing, copying, inspecting, and auditing those books and records. Upon execution of this agreement, the Seller has provided all books and records to the Buyer.

5. This agreement is contingent upon the Buyer being able to obtain all permits and licenses necessary for the operation of the System, including transferring the NPDES discharge permit .

SECTION FOUR **CLOSING**

1. Closing Date. Unless the Closing Date is extended by the mutual consent of the parties, the Closing will be held within one hundred and twenty (120) days after the execution of this Agreement, or sooner if the required approvals are obtained and the other conditions and contingencies are met. The parties may mutually agree to extend the Closing Date by written agreement.
2. Closing. On the Closing Date, the following shall occur, subject to the satisfaction of the terms and conditions of this Agreement.
 - a. The Seller shall convey to the Buyer the real property where the sewer facilities are located and all rights-of-way and easements necessary for the operation of the System by a general warranty deed, duly executed, in recordable form in fee simple without liens or encumbrances.
 - b. The Seller shall execute and deliver to the Buyer an assignment of leases or rental agreements affecting the assets (if any).
 - c. The Seller shall execute and deliver to the Buyer a Bill of Sale transferring all the Assets of the System to the Buyer free and clear of all liens and encumbrances.
 - d. The Seller shall deliver possession of and access to the System and all of the Assets purchased by Buyer at Closing.
 - e. The Closing costs shall be paid by the parties as follows:
 - Seller: To pay its own attorney's fees; pro-rata real estate taxes; stamps on the deed; and cost of preparation of the deed.
 - Buyer: To pay its own attorney's fees, any recording fees associated with the Closing and any other acquisition costs which it incurs.

The Seller shall deliver to Buyer at Closing all customer records; all records pertaining to and necessary for the operation of the System, all records pertaining

to the Assets being purchased, and all other information on file regarding the System.

SECTION FIVE

"AS IS" CLAUSE

Seller is selling the property "as-is, where-is" and without any representations or warranties (except the warranty covenants in the warranty deed). Upon expiration of the inspection period without termination, Purchaser agrees to accept the property in its present condition, subject to all patent and latent defects, if any, and without representation or warranty of any kind, except only as is expressly set forth herein, including without limitation, the environmental condition of the property. Seller has not made any representation as to the fitness, suitability, habitability or useability of the property, including but not limited to (A) the quality or condition of the improvements and the real property, including without limitation, the water, soil, geology and environmental condition of the property, and (B) the compliance of the property with any laws, rules, ordinances or regulations of any governmental body. To the maximum extent lawful and unless clearly and absolutely prohibited by law, all implied warranties of fitness for a particular purpose, merchantability and habitability, any warranties imposed by statute and all other express and/or implied warranties of any kind or character are specifically disclaimed.

SECTION SIX

SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to, and agrees with, Buyer as follows:

1. Seller is a corporation duly organized, validly existing, and in good standing under the laws of South Carolina, with full corporate power and authority to own its property and to conduct the business that it presently conducts.
2. There are no actions, suits, claims, investigations, or legal or administrative or arbitration proceedings pending or threatened against or for the benefit of, Seller, nor to Seller's knowledge any basis for any such claims.
3. Until the Closing Seller will continue to operate and conduct the System in the usual, regular, and ordinary manner in all material respects. Seller has no knowledge of any facts or circumstances which would cause Seller to believe

that there would be any material adverse changes in the operation of the System or with respect to the Assets being sold prior to the Date of Closing.

4. Seller warrants that it has paid any and all payroll, sales, use, workers' compensation, or other such taxes (to the extent that Seller is obligated to pay any such taxes) that the Seller would owe on or before the date and time of Closing. The Seller further agrees to hold harmless the Buyer in regard to any such claims which are made against the Buyer for these items, including reasonable attorney's fees and costs.
5. Seller warrants and represents that the Assets to be transferred are debt free and that, as of Closing, there shall be no liens, encumbrances, or claims of any kind against said Assets to be transferred, and that there are no other parties claiming an interest in said Assets.
6. From the date of this Agreement through the Closing, Seller shall keep all of the Assets in a normal state of repair and operating efficiency, customary in the business and shall use its best efforts to preserve the good will of Seller and its customers and others having business relations with Seller and the System.
7. Seller has the legal power and right to enter into and perform this Agreement. The consummation of the transactions contemplated by this Agreement will not violate Seller's By-laws or articles of incorporations, and, to the best of Seller's knowledge, will not violate any law, statute or regulation to which Seller is subject.
8. All financial statements of the System furnished to Buyer by Seller under this Agreement are true, correct, and complete statements of the financial condition and results of Seller's operations of the System as, at, and for the period specified, and were prepared according to generally accepted accounting principles consistently applied.
9. Seller has filed all federal, state, county and local income, withholding, FICA, excise, property, sales, and use, and other tax returns that are required to be filed by it, and has paid all taxes due for periods prior to the date of this Agreement. There are no facts or circumstances as of the date of this

Agreement known to Seller that might serve as the basis for the creation of liens or liabilities against the Assets being sold hereof.

10. Seller, as of Closing, shall provide good and marketable title as hereinabove agreed to all the properties, Assets, and rights to be delivered by it to Buyer free of all liens, charges, encumbrances except (1) taxes constituting a lien but not yet due and payable, (2) defects or irregularities of title or encumbrances that are not such as to interfere materially with the operation or use or materially reduce the value of any such property, asset, or right or materially affect title to the property, and (3) such other defects or irregularities of title or liens or encumbrances as Buyer may have waived in writing or as are contemplated above in Sections Three and Four and agreed to by Seller's and Buyer's execution hereby.
11. Seller has not employed any broker or agent with respect to the sale and purchase contemplated in this Agreement, nor taken any other action, nor will Seller take any such action, that would cause the Buyer to become liable for the payment of any finder's fee, broker's fee, or commission.
12. As of the Closing, Seller should hold all licenses and permits necessary or appropriate for the operation of the System, and the licenses and permits shall be current and in good standing.
13. The consummation of this Agreement does not violate any Agreement to which the Seller is subject.
14. All Assets are sold are believed to be in good operating condition, subject only to normal wear and tear. However, all assets are sold and transferred in "as is" condition as of the Date of Closing.
15. The Seller does hereby irrevocably assign, transfer, and set over to the Purchaser the contractual right to service all customers currently being served, including all customers in the Link of Tryon Subdivision and to receive all accounts receivable from the existing customers.
16. Seller does hereby irrevocably assign, transfer, and set over to the Purchaser the right and the operating authority to service all of the customers of the Links of Tryon Subdivision.

SECTION SEVEN
BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents, warrants to, and agrees with Seller as follows:

1. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of South Carolina and has full power to carry on its business as now being conducted.
2. The execution of this Agreement and all documents provided for in this Agreement by Buyer and its delivery to Seller have been duly authorized by Buyer's members, and no further action is necessary on Buyer's part to make this Agreement valid and binding on Buyer in accordance with its terms.
3. It will be in a position financially to fulfill the terms of this Agreement as of the Date of Closing.
4. It will use its best efforts in the operation of the System so as to meet all obligations required by this Agreement.
5. The Buyer will assume the operation of the System at Closing so as to meet all obligations required by this Agreement and those continuing after Closing.
6. The Buyer shall indemnify and hold harmless the Seller against and in respect of all liabilities and obligations of, or claims against, Buyer resulting from its operation of the System and properties purchased from the Date of Closing and thereafter, to include reasonable attorney's fees and costs.
7. Buyer has not employed any broker or agent with respect to the sale and purchase contemplated by this Agreement, nor taken any other action, nor will Buyer take any such action, that would cause Seller to become liable for the payment of any finder's fee, broker's fee, or commission.

SECTION EIGHT
OTHER AGREEMENTS

1. The Buyer is not assuming any liabilities in connection with the System that were incurred prior to the Date of Closing.
2. Pending Closing, the Seller shall have the sole responsibility for the operation and management of the System as a going concern.
3. The Seller shall indemnify and hold the Buyer harmless from and against any and all claims or actions which may be brought against the Buyer arising out

of the ownership or operation of the System where such claims or actions related to matters occurring prior to the Date of Closing. This indemnification shall include reasonable attorney's fees and costs incurred by Buyer.

4. The Buyer shall indemnify and hold the Seller harmless from and against any and all claims or actions which may be brought against the Seller arising out of the ownership or operation of the System where such claims or actions related to matters occurring after the Date of Closing. This indemnification shall include reasonable attorney's fees and costs incurred by Seller.
5. Seller further agrees to indemnify and hold the Buyer and its successors and assigns harmless from and against any and all liabilities, claims, actions, suits, and judgments existing prior to the Closing and not expressly assumed by the Buyer in writing, and any costs, expenses, and reasonable attorney's fees incident to same, and incurred by the Buyer in defense of same. The Buyer agrees to provide notice of any such claim to the Seller within (10) days of it being made, and to allow the Seller the right to defend the claim prior to paying it or making any claim to the Seller regarding it. This indemnification and agreement to hold the Buyer harmless shall apply to, but not be limited to, the following:
 - a. All liabilities of the Seller and the System, of any kind or nature, whether accrued, absolute, contingent, or otherwise existing at or prior to the Closing Date;
 - b. Any damage or deficiency arising from any misrepresentation or breach of warranty prior to the Date of Closing;
 - c. Any tort liability of any kind or nature arising from a tort or legal wrong committed by Seller or its employees or agents, prior to the Date of Closing;
 - d. Any violation by Seller or Seller's agents of any laws, statutes, rules, regulations, including those related to toxic or hazardous substances, prior to the Date of Closing; and

- e. All actions, suits, proceedings, demands, assessments, judgments, reasonable costs and expenses incident to any of the foregoing, which occurred prior to the Date of Closing.
6. Pending the closing of this transaction, Buyer shall exercise no control over the operation of the System. The operations of Seller shall be Seller's sole responsibility up to and including the Date of Closing, or any extension of it, and all risks of loss of Seller during that time shall be borne by Seller.
7. Seller shall be responsible for the payment of all utility services, such as electricity, incurred by it with respect to the System up to the date of Closing. Buyer shall be responsible to have such utility services transferred to its name from and after the date of Closing and to be responsible for the payment of such services from and after Closing.
8. The parties agree to prorate any taxes related to the assets transferred for 2013.

SECTION NINE
EXHIBITS INCORPORATED BY REFERENCE

All exhibits referred to in this Agreement are incorporated herein by reference for all purposes.

SECTION TEN
ADDITIONAL DOCUMENTS

The parties agree to execute all documents as may be necessary to carry out the intent and provisions of this Agreement.

SECTION ELEVEN
GENERAL

1. Prior to the commencement of utility service for lot owners not already having sewer service as of the date of Closing, lot owners within the Subdivision shall be responsible for the payment to Utility of a tap-on fee, at the rate in effect for tap-on fees at that time, which fee will have been previously approved by the PSC. Such fees, usage and all other incidental rates and charges shall be rendered by Utility in accordance with Utility's rates, rules, regulations and conditions of service as approved by the South Carolina Public Utilities Commission from time to time and then in effect.

2. No connections are to be made to the System unless approved by Utility.
3. From and after the Closing, Utility warrants and agrees that it shall provide all property owners within the Subdivision with good, adequate and customary sewer utility service at reasonable rates, such rates to have been approved by the PSC. Utility further warrants and represents that it shall operate, maintain and repair the System promptly and in a good and workmanlike manner and in such a manner as to not impair its ability to fulfill its obligation to provide good, adequate and customary sewer utility service to the Subdivision.

SECTION TWELVE
MISCELLANEOUS

1. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
2. In the event of the bringing of any action or suit by a party hereto against another party by reason of any breach of any of the covenants, agreements, or provisions on the part of any party arising out of this Agreement, then, in that event, the prevailing party shall be entitled to have and to recover of and from the other party all costs and expenses of the action or suit, including reasonable attorney's fees and any other professional fees resulting therefrom.
3. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof and that failure to perform timely any of the terms, conditions, obligations or provisions hereof by any party shall constitute a material breach thereof and a noncurable (but waivable) default under this Agreement by the parties so failing to perform.
4. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of South Carolina. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of South Carolina.

5. The representations warranties, right, duties, agreements and obligations of the parties provided in this Agreement shall survive the Closing, and this Agreement shall specifically survive the Closing.
6. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
7. This Agreement can only be amended or supplemented by a written agreement signed by the parties hereto. It may not be orally modified or changed.

The remainder of this page intentionally left blank.

Witnesses as to Seller:

Brenda K Gillespie
 Print Name: Brenda K. Gillespie BY: Joe G. Thomas
Link's Waste Treatment LLC
 Printed Name: Steve Gardlin / Joe G. Thomas
 ITS: members / members
 Print Name: _____

Witnesses as to Buyer:

Sheila Tinsley
 Print Name: Sheila Tinsley
Belinda Silver
 Print Name: Belinda Silver
 JACABB Utilities, LLC
 BY: Stephen R. Goldie
 Printed Name: Stephen R. Goldie
 ITS: Managing Owner

EXHIBIT "A"

List of Assets of the System Being Transferred

Links of Tryon WWTP

List of Assets

- Lift station including all pumps, controls, and miscellaneous appurtenances
- Collection System including all piping, manholes, valves, and miscellaneous appurtenances
- WWTP including all tanks, blowers, flow meters, chemical feed equipment, storage building, and miscellaneous piping and appurtenances

EXHIBIT "B"

Interests in Real Estate Being Transferred

EXEMPT
JUN 05 2000

BOOK 1917 PAGE 205✓

After Recording Return To:

James A. Blair, III, Esq.
Love, Thornton, Arnold & Thomason, P.A.
410 E. Washington Street (29601)
Post Office Box 10045
Greenville, South Carolina 29603

2000 JUN -5 PM 10:33

[Space Above This Line For Recording Data]

GENERAL WARRANTY DEED

STATE OF SOUTH CAROLINA)

Grantees address: P.O. Box 222 Tigerville SC
29658

COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS, that LINKS O'TRYON, LLC, (previously converted to a limited liability company from Links Partnership by a filing of Articles of Organization with the Secretary of State on March 31, 2000) in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell assign and release unto LINKS WATER TREATMENT, LLC, a South Carolina limited liability company, its successors and assigns forever, all that water treatment system use and useful for those lots located at the Links O'Tryon subdivision, more commonly identified as lots 91 through 145 (the "System"), more particularly described as:

All those parts, parcels or lots of land with improvements thereon containing .10 acres and .07 acres ± and being identified as the Treatment Plant and Pump Station on Plat prepared by Piedmont Olsen, Inc. dated December 6, 1991, recorded in Plat Book 21-I at Page 56 in the office of the Greenville County Register of Deeds, reference to which is hereby craved for a complete metes and bounds description, including the water treatment plant, service lines, fittings and all necessary and proper appurtenances, foundations, footings and other appliances and fixtures for the purpose of conveying sanitary sewerage and waste water from the above referenced lots at Links O'Tryon subdivision, along with all necessary and proper easements and rights and rights for the construction, re-construction, replacement and maintenance and use of all such water treatment service lines.

DERIVATION: Deed of Four Links, Inc. recorded January 16, 1996 in Deed Book 1632 at Page 691.

TAX MAP NO: TMS#

-437-C22.3-1-1.2+0.10A.

53088

-437-C22.3-1-1.3+0.07A.

2000 JUN -5 PM 10:33

BOOK 1917 PAGE 206

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictive covenants that may appear of record or on the premises.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') successors and assigns to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') successors and assigns against the grantor(s) and the grantor's(s') successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand and seal this 28th day of June, 2000.

SIGNED, sealed and delivered
in the presence of:

LINKS O'TRYON, LLC

Kim Samerko

By: Steve Sandlin
Steve Sandlin
Its: Member

Denise R. Wakeling

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED before me Kim Samerko
who, first being duly sworn deposes and says that She saw the within named Links O'Tryon, LLC, by Joe Thomason its Member, as its act and deed sign, seal and deliver the within General Warranty Deed, attest the same and that She with Denise R. Wakeling witnessed the execution thereof.

Sworn to before me this 28th
day of June, 2000

Denise R. Wakeling
Notary Public for South Carolina
My Commission Expires: 4-1-2008

Kim Samerko

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Links O'Tryon, LLC to Links Water Treatment, LLC
3. Check one of the following: The deed is
 - (A) _____ SUBJECT to the deed recording fees as a transfer for consideration paid or to be paid in money or money's worth in the amount of \$1.00.
 - (B) _____ SUBJECT to the deed recording fees as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary. The fee is computed on the fair market value of the realty which is _____.
 - (C) ✓ EXEMPT from the deed recording fee because of Exemption Number 8.
(See Exemptions on back)
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Closing Attorney.
5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

By: JAB (SEAL)
Responsible person connected with the transactionJames A. Blair, III
(Print name here)Its: Closing AttorneySWORN to before me this 29th
day of June, 2000.Marise K. Wakeling (SEAL)
Notary Public for South Carolina
My Commission Expires: 4-1-2008

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INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- 1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- 2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- 3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- 4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- 5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are exchanged in order to effect the partition;
- 6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- 7) that constitute a contract for the sale of timber to be cut;
- 8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner or trust beneficiary as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- 9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, as long as no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of them, and the grantor's and grantor's spouse's heirs under a statute of descent and distribution. A "family partnership" or "family trust" also includes charitable entities, other family partnerships and family trusts of the grantor, and charitable remainder and charitable lead trusts, if all the beneficiaries are charitable entities or members of the grantor's family. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- 10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- 11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- 12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, as long as no consideration is paid or is to be paid under the corrective or quitclaim deed;
- 13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 10:33 AM
07 05 00 RECORDED IN DEED
BOOK 1917 PAGE 0205 THRU 0208
DOC # 2000053083

Judy B. Hiv

JUL 15 2000
Hive

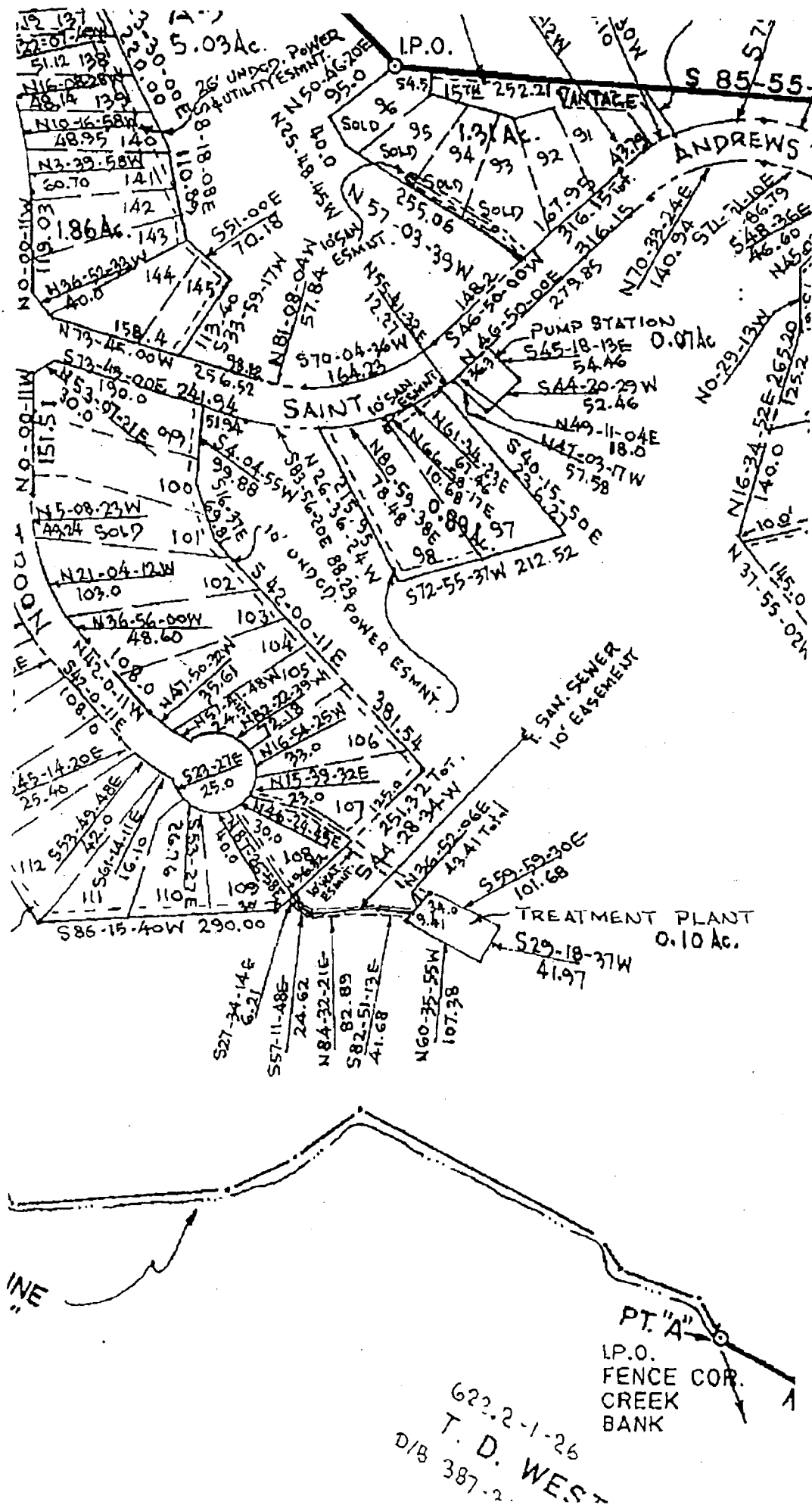


EXHIBIT "B"

Approved Rates - Order Number 2003-236

APPENDIX A

**LINKS WATER TREATMENT, LLC
P. O. BOX 282
TIGERVILLE, S. C. 29688
864-895-2494**

**FILED PURSUANT TO:
DOCKET NO. 2002-328-S
ORDER NO. 2003-236
EFFECTIVE DATE: APRIL 15, 2003**

SEWER SERVICE

QUARTERLY CHARGES.....\$189.90

EXHIBIT “C”

Additional Charges to Rate Structure

EXHIBIT "C"

NON-RECURRING CHARGES

New sewer service connection charge per single-family equivalent. \$250.00

Plant Impact fee per single-family equivalent. \$800.00

The non-recurring charges listed above are minimum charges and apply even if the equivalency rating is less than one (1). If the equivalency rating is greater than one (1), then the proper charge may be obtained by multiplying the equivalency rating by the appropriate fee. These charges apply and are due at the time new service is applied for, or at the time connection to the sewer system is requested.

OTHER CHARGES

Notification Fee: \$15.00

A fee of \$15.00 shall be charged each customer to who the Utility mails the notice as required by Commission Reg.103.535.1 prior to service being discontinued. This fee assesses a portion of the clerical and mailing costs of such notices to the customers creating that cost.

Customer Account Charge: \$25.00

A fee of \$25.00 shall be charged as a one-time fee to defray the costs of initiating service.

Returned Check Fee: \$30.00

A fee of \$30.00 shall be charged for any check that is returned due to insufficient funds.

Reconnection Charges: \$250.00

In addition to any other charges that may be due, a reconnection fee of \$250.00 shall be due prior to the Utility reconnecting service which has been disconnected for any reason set forth in Commission Reg. 103-532.4. Where an elder valve has been previously installed, a reconnection charge of \$35.00 shall be due. The amount of the reconnection fee shall be in accordance with Commission Reg. 103-532.4 and shall be changed to conform with said rule as the rule is amended from time to time.

BILLING CYCLE

Recurring charges will be billed quarterly in advance of service being provided. Non-recurring charges will be billed and collected in advance of service being provided.

LATE PAYMENT CHARGES

Any balance unpaid within twenty-five (25) days of the billing date shall be assessed a late payment charge of one and one-half (1½%) percent.

EXHIBIT "C"

TOXIC AND PRETREATMENT EFFLUENT GUIDELINES

The Utility will not accept or treat any substance or material that has been defined by the United States Environmental Protection Agency (EPA) or the South Carolina Department of Health and Environmental Control (DHEC) as a toxic pollutant, hazardous waste, or hazardous substance, including pollutants falling within the provisions of 40 CFR §§ 129.4 and 401.15. Additionally, pollutants or pollutant properties subject to 40 CFR §§ 403.5 and 403.6 are to be processed according to the pretreatment standards applicable to such pollutants or pollutant properties, and such standards constitute the Utility's minimum pretreatment standards. Any person or entity introducing any such prohibited or untreated materials into the Utility's sewer system may have service interrupted without notice until such discharges cease, and shall be liable to the Utility for all damages and costs, including reasonable attorney's fees, incurred by the Utility as a result thereof.

CONSTRUCTION STANDARDS

The Utility requires all construction to be performed in accordance with generally accepted engineering standards, at a minimum. The Utility from time to time may require that more stringent construction standards be followed in constructing parts of the system.

EXTENSION OF UTILITY SERVICE LINES AND MAINS

The Utility shall have no obligation at its expense to extend its utility service lines or mains in order to permit any customer to discharge acceptable wastewater into its sewer system. However, anyone or any entity which is willing to pay all costs associated with extending an appropriately sized and constructed main or utility service line from his/her/its premises to an appropriate connection point on the Utility's sewer system may receive service, subject to paying the appropriate fees and charges set forth in this rate schedule, complying with the guidelines and standards hereof, and, where appropriate, agreeing to pay an acceptable amount for multi-tap capacity.

CONTRACTS FOR MULTI-TAP CAPACITY

The Utility shall have no obligation to modify or expand its plant, other facilities or mains to treat the sewerage of any person or entity requesting multi-taps (a commitment for five or more taps) unless such person or entity first agrees to pay an acceptable amount to the Utility to defray all or a portion of the Utility's costs to make modifications or expansions thereto.

SINGLE FAMILY EQUIVALENT

A Single Family Equivalent (SFE) shall be determined by using the South Carolina Department of Environmental Control Guidelines for Unit Contributory Loading for

EXHIBIT "C"

Domestic Wastewater Treatment Facilities – 25 S.C. Code Ann. Regs. 61-67 Appendix A (Supp 2012), as may be amended from time to time.

Equivalent residential connection (ERC) relates type of commercial and public facilities to the average usage of a single-family residence. An ERC is used to calculate and impose wastewater capacity demand charges for a service connection and for calculating monthly wastewater charges. One (1) ERC is equivalent to one (1) SFE or 400 GPD (gallons per day).

Where the Utility has reason to suspect that a person or entity is exceeding design loading established by these Guidelines, the Utility shall have the right to request and receive water usage records from the provider of water to such person or entity. Also, the Utility shall have the right to conduct an "on premises" inspection of the customer's premises. If it is determined that actual flows or loadings are greater than the design flows or loadings, then the Utility shall recalculate the customer's equivalency rating based on actual flows or loadings and thereafter bill for its services in accordance with such recalculated loadings.

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2013-____-S

RECEIVED
2013 JUN -3 PM 2:11
SOUTH CAROLINA
PUBLIC SERVICE
COMMISSION

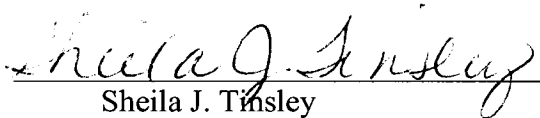
IN RE:

Application of JACABB Utilities, LLC to
request the approval of the Sanitary
Sewerage Asset Purchase Agreement with
Links Water Treatment, LLC to serve
customers in Greenville County, South
Carolina

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day one (1) copy of the
Application by placing same in the care and custody of the United States Postal Service
with first class postage affixed thereto and addressed as follows:

Dukes Scott
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201



Sheila J. Tinsley

Seneca, South Carolina
This 31st day of May 2013